

CITY OF GREENSBORO,  
NORTH CAROLINA



REQUEST FOR PROPOSALS

Professional Services  
For  
Household Hazardous Waste

May 15, 2017

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- Attachment A: Cost Proposal (Fee Schedule)  
Attachment B: Service Agreement Template  
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## **I. INTRODUCTION**

On behalf of the City of Greensboro (City) Field Operations Department (FOD) is seeking proposals from qualified and experienced firms (Bidder) for the operation, collection, and disposal services for the City of Greensboro Household Hazardous Waste (HHW) Program.

The City does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of or contracting for goods or services. We promote equal opportunity through the City Minority and Women Business Enterprise Program (M/WBEP) and encourage Minority and Women Business Enterprises (M/WBE) to participate in City contracting and sub-contracting opportunities through the North Carolina Historically Underutilized Business (HUB) Certification Program.

The City encourages Minority and Women Business Enterprises (M/WBEs) to participate in City contracting and sub-contracting opportunities through the North Carolina HUB Certification Program. The City promotes equal opportunity through the M/WBEP.

Firms may read about the HUB Certification program at the HUB Certification web site. To become HUB certified, vendor firms must register in the on-line Interactive Purchasing System Electronic Vendor Registration system. An email address is required to register.

Completion of the HUB Statewide Uniform Certification Application is required to become a HUB Certified Business. The on-line application must be printed out, completed and submitted by postal mail to the HUB office with additional required documents. For assistance with the HUB Certification process, please contact the NC HUB Office at 919-807-2330.

## **II. SUBMISSION OF BIDDER'S PROPOSAL**

### **A. General Requirements**

All responses to the requested information should be answered thoroughly, but be as succinct as possible. Additional or bulky information may be included as an appendix, but the responses to information requested in the Specific Requirements below should be fully contained within the body of the proposal. No Bidder may submit more than one response.

### **B. Specific Requirements**

The Bidder shall submit the following information in the order listed below and clearly identified in separate sections of the proposal.

1. Concise Letter of Interest

- a) The name and address of the Bidder and the states in which incorporated and chiefly located.
- b) The name, address, telephone number, and e-mail address of the designated contact and principals authorized to conduct negotiations for the Bidder.
- c) A brief description of the Bidder's interest in performing the required services.
- d) An acknowledgment of all addenda to RFP document.

2. Statement of Qualifications

- a) Bidder must describe their qualifications and experience including direct experience with HHW collection events and preparation, storage, transportation, and disposal of hazardous waste.
- b) A summary of all key staff persons shall be included in this section. Full resumes shall be provided and may be included as an appendix. All relevant experience should be highlighted on each resume.
- c) Proposed contractors and subcontractors who will be assigned direct work must be identified, including contracted transporters.
- d) Outline of specific employee environmental and safety training, medical monitoring, and drug testing policy.

3. Project Understanding and Operational Plan

The proposal should demonstrate the Bidder's understanding of the scope of services to be provided and the operational plan for the permanent collection center. The operational plan shall include:

- a) Facility location and layout – map or plan showing site location and public accessibility.
- b) Screening and waste identification – fully describe the process by which waste will be screened, segregated, labeled, packaged, and documented.
- c) Waste storage – design of waste storage building to be utilized.
- d) Transportation – describe process by which waste is to be transported to its final destination.
- e) Disposal – fully identify disposal methods and facilities for collected waste. The City encourages the recycling of waste where practicable.
- f) Reporting and documentation – Bidder shall describe process for providing documentation to City attesting that all collected waste has been disposed of according to all federal, state, and local rules and regulations.
- g) Permits – copies of all federal and state permits required for operation of the facility (or plan to secure permits if the facility is not yet operational).
- h) Site safety program – shall include spill, fire, emergency, and evacuation plans.
- i) Violations – include a listing of all warning notifications, violations, and/or citations with details explaining each received from pertinent federal and/or state agencies for the past two years for the Bidder, transporter, storage facility, and disposal locations to be utilized.

- j) Litigation - statement indicating any judgments against the Bidder within the last five (5) years or pending litigation related to professional conduct or services.

4. Completed Cost Proposal (Fee Schedule)

Bidder shall complete the Cost Proposal (fee schedule) included in Attachment A and indicate any other fees the Bidder anticipates may be incurred.

### **III. SUBMITTAL PROCESS**

Proposals shall be received in the Field Operations Department no later than 4:00 p.m. (EST) on Friday, May 31, 2017. There will be no exceptions. Submittals received after the scheduled receipt time stated above will not be accepted. Proposals received shall become the property of the City and will not be returned. Proposals submitted by facsimile or e-mail will not be accepted or considered in the selection process.

The submittals shall include one signed original paper version of the proposal and an electronic copy on CD or flash drive. Submissions must be sent certified mail or hand delivered to the address below:

Field Operations Department  
City of Greensboro  
401 Patton Avenue  
Greensboro, North Carolina 27406

#### **A. Questions**

Questions must be submitted by e-mail and will not be accepted outside of the scheduled Question and Answer Period. Submitted questions and the City's responses, and any other addendums to this RFP will be posted on the City web site at <http://www.greensboro-nc.gov/index.aspx?page=466>. The City will not respond to verbal inquiries. Please e-mail questions regarding the RFP to the Field Operations contact below:

Richard P. Lovett  
[richard.lovett@greensboro-nc.gov](mailto:richard.lovett@greensboro-nc.gov)

#### **B. Rules of Contact**

All inquiries from interested contractors about the content of this Request for Proposals, the Scope of Services, or any other matters regarding this Request for Proposals or its subject services must be submitted by e-mail to the contact listed above. Oral, in person, or faxed inquiries on the content of this Request for Proposals will not be accepted. Any attempt to contact or influence outside of this channel may, at the sole discretion of the City, result in immediate disqualification from this RFP process.

### C. Submission Schedule

RFP Issuance	May 18, 2017
Question and Answer Period begins	May 18, 2017
Question and Answer Period ends	May 30, 2017
Addendum issued, if required	May 30, 2017
Proposals due (Submission period ends)	<b>June 13, 2017 at 4:00 p.m. (EST)</b>

Bidders are strongly encouraged to submit proposals at least 24 hours before the RFPs event closing time as the City cannot be responsible for any mail delays that may occur. **Proposals will be received up to, but not later than, 4:00 p.m. (EST) on Tuesday, June 13, 2017.**

## IV. LEGAL DISCLAIMER

### A. Proprietary Ownership

Any reservations on the use of information contained in a proposal must be clearly stated in the proposal itself. The City assumes that, unless otherwise stated, information submitted in response to this RFP may be used by the City as public information after a Bidder has been selected and all other Bidders have been notified.

### B. Legal Relationship

This RFP does not constitute an offer by the City to enter into a contract with any Bidder. The City, at its sole discretion, reserves the right to accept or reject any proposal for any reason. The City further reserves the right to negotiate with any responder following an evaluation of all submittals.

## V. HISTORY

The City's HHW program has provided Guilford County residents with a safe, economical, and environmentally sound disposal option for hazardous materials since 1995. The City's current Household Hazardous Waste Collections Center, located at 2750 Patterson Street, is open Wednesday through Friday from 10 a.m. to 6 p.m. and Saturday from 8 a.m. to 2 p.m. Business waste, medical waste, and radioactive wastes are not accepted. Participation for the last five years is summarized below:

Annual Summary	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
Participants	21,531	21,008	20,423	19,903	24,985
Pounds	1,779,616	1,636,263	1,566,466	1,741,788	1,653,802
Operating Days	205	207	202	201	200

## **VI. SCOPE OF WORK**

### **A. Location of Permanent HHW Collection Center**

**The permanent HHW collection center is to be located within Greensboro City Limits.** The contractor shall be responsible for the location of the permanent HHW Collection Center which is to be based on property owned or leased by the contractor. Contractor shall be insured and responsible for any and all contamination and cleanup resulting from management of the HHW Collection Center. Contractor shall be responsible for public safety during collection of HHW on site. The location of property shall be easily accessible and convenient to residents of Greensboro.

### **B. Collection Events**

The Contractor shall provide collection services including transportation and disposal/recycling for pre-arranged off-site HHW one-day collection events hosted by the City.

### **C. Service Area**

For the purposes of this RFP the “Service Area” for the permanent HHW Collection Center is defined as being within the boundaries of Guilford County, North Carolina. While the City has an inter-local agreement with Guilford County, the City will require the Contractor to accept waste from individuals living in the Service Area.

### **D. Waste Unloading and Storage**

Contractor shall provide a waste storage building that has a dedicated dry chemical fire suppression system, containment capacity for the quantity of waste to be stored, shelves and walls, and containment for waste segregation. The storage building must be approved by local fire officials and meet all local, state, and federal regulations for waste storage and be equipped with fire alarms and a means of emergency communication. Waste unloading area shall have overhead coverage for employee and resident protection during inclement weather, and is to be large enough to accommodate residents’ vehicles.

### **E. Disposal Facilities**

All potential disposal/recycling locations must be approved by both the Contractor and the City’s designated staff person. Contractor will explore recycling and alternative waste technologies where available.

### **F. Recordkeeping and Reporting**

Contractor will be required to provide the City with monthly and yearly summary reports to include: monthly demographics, monthly recycling, poundage of waste collected, distribution report, tracking report, and copies of manifests. City shall be notified within

seven (7) working days following any incidents at the permanent HHW Collection Center, including but not limited to, hazardous waste spills, fires, or exposures.

#### **G. Emergency Plan**

Within 30 days after the contract is executed, the Contractor shall provide the City with a written emergency plan describing the Company's backup plan in the event that the permanent HHW Collection Center is not available for acceptance of the City's Household Hazardous Waste.

#### **H. Health and Safety**

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the permanent HHW Collection Center. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all from the work and other persons who may be affected thereby.

Within 30 days after the contract is executed, the Contractor shall provide the City with a written Health and Safety plan that describes the safety precautions necessary protection to prevent damage, injury or loss to all from the work and other persons who may be affected thereby.

### **VII. OTHER INFORMATION**

#### **A. Regulatory Requirements**

It shall be the Bidder's responsibility to comply with all codes, rules, regulations, laws, and ordinances applicable to the project and the performance of the proponent's services.

#### **B. Modification of Proposal Content**

Bidders may not make changes or revisions to their proposals after the submission deadline. It is expected that all of the principals, agents, representatives and professional staff named as assigned to the project in the proposal will perform the work as specified in scope, terms and conditions per this request for proposals and contract template incorporated herein.

The City may request additional information or clarification from any or all Bidders as necessary. The City reserves the right to include as contractual obligations any additional requirements that arise or result from contract negotiations between the City and the successful contractor.



**C. Contractual Relationships**

1. The City shall enter into a contract for the work to be performed on this project with the selected Contractor. The contract is subject to review and approval by the City Manager, City Attorney, and Field Operations Director.
2. The City will not be a party to agreements between the Contractor (who is the prime contractor) and any sub-contractors employed by the Contractor it may choose to employ during fulfillment of the contract; however, the prime contractor will execute fair and reasonable agreements with its sub-contractors and will provide the City with copies of such agreements prior to execution of any contract with the City.

To assure equal opportunity, Contractor shall document good faith efforts to provide equal opportunity for certified M/WBEs, to participate in significant material supplier and sub-contracting opportunities available under this prime contract. Please see page 10 of the Special Instructions to Bidders Regarding Compliance with The City of Greensboro minority and Women Business Enterprise (M/WBE) Program

**D. Reference Permission**

The selected contractor shall obtain written permission from the City prior to use of City's name as a reference, or in any of its promotional materials. This is not intended to prohibit the use of descriptions and associated project information regarding the services provided under the contract.

**E. Proposal Preparation Expense**

The City will not be responsible for any costs incurred by any Bidder in the generation of their submittal.

**VIII. SELECTION AND AWARD PROCESS**

The City's professional services contracts are competitively negotiated. The City reserves the right to accept any proposal deemed to be in the best interest of City, to waive any irregularities in any proposal, to reject any or all proposals, and to re-advertise for new proposals. The City intends to proceed with the proposal review, selection process, and enter into contract negotiation expeditiously and with due diligence. Any and all dates are subject to change.

**A. Duration of Confidentiality**

Submitted proposals shall remain confidential until the contract is awarded.

## **B. Terms of Request for Proposals Submission**

Proposals must be submitted to and received by the City's Field Operations Department as specified in this RFP document. All documents included in this Request for Proposals, including terms and conditions of Attachment B, Service Contract Template, and Bidder's submittal shall be binding and made a part of the final contract awarded. Any proposed changes to the contract template (Attachment B), shall be submitted with the Proposal Submission for the City's consideration. No additional information will be accepted after the time and date of the deadline unless requested by the City.

## **C. Selection Process and Selection Notification**

The City of Greensboro's Field Operations Department will evaluate all proposals. All proposals properly submitted and received will be evaluated against the criteria outlined below. The absence of required information may result in exclusion of the proposal from further analysis or evaluation. The City may request one or more contractor(s) to submit additional information and/or participate in interviews. The City maintains the right to reject any and all proposals and to waive minor irregularities.

## **D. Evaluation Criteria**

The selection process will include a combination of qualification factors. The proposals must meet the following minimum qualifications in order to be considered for selection:

1. Complete and accurate response to RFP
2. Evidence the contractor understands the scope of work and objectives
3. Satisfactory qualifications and experience of the Contractor's staff assigned to this project
4. Demonstrable track record of executing similar services
5. Contractor's ability to respond to the City's requests, e.g. permitted site location within City limits

If the proposal meets the minimum qualification, the City will perform an audit of the contractor's current facility(ies). Proposals from contractors with facilities determined to be in compliance will then be evaluated on the following factors in order to select the top candidate:

1. Quality of the Contractor's approach to the project, e.g. disposal and recycling options utilized
2. Proposed fee schedule of hourly rates for services and any rates applicable to potential out-of-scope requests, if different

**E. Anticipated Schedule of Award**

<b>Selection Process</b>	<b>Estimated Completion Date</b>
Review and rank proposals	June 14, 2017
Perform facility audits of top qualified contractors	June 24, 2017
Approve or reject any proposed changes to RFP terms and conditions	July 10, 2017
Field Operations Recommends Contractor Finalist	July 12, 2017
Contract award package including all required documentation returned by finalist to Field Operations Department	August 15, 2017
Contract authorization and execution	August 23, 2017
Executed contract provided to Contractor	August 25, 2017
Contracted service work begins	September 1, 2017

## Attachment A: COST PROPOSAL (Fee Schedule)

To be completed and submitted by Contractor

DESCRIPTION	UNIT	COST	DISPOSAL METHOD
Monthly Operating Fee <sup>1</sup>	Month		
On Site Labor	Hour		
Paint – Solvent based, sludge, hi solids, non-flammable compounds	55 gal drum		
	cu. yd. box		
Paint – Solvent based, sludge, hi solids	55 gal drum		
	cu. yd. box		
Paint – Solvent based, sludge, low solids	55 gal drum		
Paint – Latex, non-pourable, in cans	cu. yd. box		
Paint – Latex, pourable, consolidated	55 gal drum		
Paint – Latex, pourable, in cans	cu. yd. box		
Aerosols, all types	55 gal drum		
Motor Oil	55 gal drum		
Batteries, Alkaline	5 gal		
	30 gal drum		
	55 gal drum		
Batteries, NiCd	5 gal		
	55 gal drum		
Batteries, Lithium	5 gal		
Batteries, Lead Acid	pallet		
Antifreeze, ethylene glycol	55 gal drum		
Mixed Solvents	30 gal drum		
	55 gal drum		
	tote		
	cu. yd. box		
Propane Gas Cylinders, camp stove	each		
Propane Gas, BBQ tanks	each		
Mercury, metallic	5 gal pail		
Mercury, debris	5 gal pail		
	20 gal drum		
	55 gal drum		

DESCRIPTION	UNIT	COST	DISPOSAL METHOD
Asbestos debris	30 gal drum		
	55 gal drum		
	cu. yd. box		
Pesticides, loose pack	15 gal drum		
	55 gal drum		
	cu. yd. box		
Oxidizers, acids & bases	5 gal drum		
	10-20 gal drum		
	30 gal drum		
	55 gal drum		
Cleaners, all types, loose pack	5 gal drum		
	55 gal drum		
	cu. yd. box		
Cleaners, all types, consolidated	55 gal drum		
Light Ballasts	5 gal drum		
	55 gal drum		
Fluorescent bulbs, all sizes	each		
Oil filters	5 gal drum		
	55 gal drum		
Lead contaminated materials	55 gal drum		
Electronic Waste	Per pound		
Fire Extinguishers	each		
Helium Tanks	each		
Unknown Analysis	each		
Notes: <sup>1</sup> Monthly Service Fee includes items such as storage building, insurance, facility operation, electrical services, personal protective equipment, transportation, tools, supplies, equipment, dumpster rental , trash removal, building maintenance, uniforms, bonding, etc.			

## **Attachment B: SERVICE AGREEMENT TEMPLATE**

This agreement, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the *City*) and the firm, \_\_\_\_\_, (hereafter referred to as the *Company*).

### **WITNESSETH:**

The City has requested proposals from qualified firms to provide Household Hazardous Waste Services; and

The Company, \_\_\_\_\_, has demonstrated prior experience and performance in providing such services and required reporting and has submitted a proposal to provide such services in accordance with the following exhibits and attachments, which are attached and incorporated herein:

- Exhibit 1: City's Request for Proposals (including Service Agreement Template)
- Exhibit 2: Company's Proposal to Provide Services
- Attachment A: Completed Cost Proposal (Schedule of Fees)
- Attachment C: Special Instructions to Bidders Regarding Compliance with The City of Greensboro Minority and Women Business Enterprise (M/WBE) Program

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

### **SERVICES RENDERED**

In consideration of the monetary payment hereinafter described, the Company will provide services as specified in Exhibits 1 and 2, which are attached and incorporated herein:

#### **1. Specific Duties & Responsibilities**

The specific duties and responsibilities of the Company shall be provided in conformance with the following specifications and conditions and as provided in Exhibit 2 incorporated herein.

#### **2. Scope of Work**

This work consists of professional services as specified in Exhibits 1 and 2 incorporated herein.

- a) The Company shall have present at the collection center employees or agents of the Company trained in the identification and management of hazardous and acutely hazardous wastes (collectively "Hazardous Wastes") as defined by federal or North Carolina laws or regulations, and such materials and equipment as are necessary to handle, containerize, store, label, load, and transport such Hazardous Wastes from the Service Area in a manner conforming to North Carolina and federal laws and regulations.

- b) For the purposes of this Agreement, the “Service Area” is initially defined as being within the boundaries of Guilford County, North Carolina. Inasmuch as the City has an inter-local agreement with Guilford County to reimburse the City for any wastes accepted from residents outside of the corporate limits of the City of Greensboro, the City will require the Company to accept waste from individuals living in the Service Area. In the event that the inter-local agreement between the City and Guilford County is terminated, the City may require the Company to exclude individuals who are not identified as living within the corporate limits of Greensboro from the collection service and the Service Area will be redefined as being within the corporate limits of Greensboro. Thirty (30) days after receiving the written notification from the City, the Company will be required to cease taking waste from outside the Service Area. Any costs incurred from accepting wastes from individuals outside the Service Area beyond this time will be the sole responsibility of the Company.
- c) The Company shall accept Hazardous Wastes, for transportation and disposal from the Service Area, only from such individuals identified as being residents of the Service Area and only in such amounts as are approved by the City.
- d) Except as provided in Paragraphs e and f below, the Company disclaims all responsibility for and assumes no liability for the following Hazardous Wastes which it will neither handle and the Collection Center nor accept for disposal:
  - 1. Explosives or shock sensitive materials and ammunition,
  - 2. Materials unable to be identified,
  - 3. Radioactive materials, and
  - 4. Infectious or biologically active materials.
- e) Dioxin associated wastes from households will only be disposed of through incineration and the City will compensate the Company for packaging, transportation, and disposal in accordance with the Schedule of Fees in Attachment 1, hereto.
- f) If a resident brings any Hazardous Waste listed in Paragraph d, other than those listed in Paragraph e, to the Collection Center, and if the City and the Company determine the capability to accept the Hazardous Waste exists, the Company will manage the material for the City and the City will compensate the Company for services in accordance with the Schedule of Fees in Attachment A, hereto.

### **3. Work Schedule**

The Company shall begin the services to be performed under the Agreement upon Notice to Proceed from the City, and shall undertake such services to assure readiness for and successful operation of the Household Hazardous Waste Collection Center. Services shall be provided in conformance with Exhibit 2, incorporated herein.

#### **4. Insurance Requirements**

The Company does hereby agree to maintain insurance as follows:

##### **Worker's Compensation**

Company shall maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, and up to a \$3,000,000 limit for disease for each employee, and with a \$3,000,000 disease policy limit.

##### **Commercial General Liability**

Company shall maintain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, with a \$3,000,000 aggregate limit. This shall include premises and/or operations, independent cons, products and/or completed operations, errors and omissions, and a contractual liability endorsement.

##### **Additional Coverage**

Company shall also maintain the following:

- a) Automobile Liability - \$5,000,000 per occurrence combined single limit
- b) Environmental Impairment Liability for sudden accidental occurrences - \$1,000,000 per occurrence, \$2,000,000 annual aggregate; and
- c) MCS-90 Endorsement for hazardous materials transportation - \$5,000,000.

##### **Special Requirements**

The City of Greensboro is to be named as additional insured on the Commercial General Liability policy. Company shall submit to the City upon request, a current certificate of insurance and an endorsement from their insurer stating such.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewed policies shall be sent to the City of Greensboro thirty (30) days prior to any expiration date. Verification of the existence of a policy of insurance shall be shown on an Acord 25 or similar insurance verification which meets the required insurance provisions, and same shall be forwarded to the City of Greensboro. Original policies or certified copies of policies may be required by the City at any time.

Company shall not assign any part of this contract to other consultant or subcontractors without written pre-approval of the City; in which case, it shall be the responsibility of the Company to insure that all additional consultants and subcontractors comply with the same insurance requirements that Company is required to meet.

##### **Bond Requirement or Insurance Requirement**

Company shall have an Irrevocable Letter of Credit in the amount of \$300,000 or a Bond in the amount of \$300,000 to provide financial assurance.



## **5. Term**

Contract shall start September 1, 2017 and shall be valid for 3 years from that date with a possible extension for up to two one-year terms.

## **6. Compensation**

Compensation for service herein shall be provided at rates specified in Attachment A and in accordance with Exhibit 2, as incorporated herein.

## **7. Billing and Payment**

- a) Invoices for payment of services shall be based on actual work completed. Company will submit an itemized invoice to the City of Greensboro monthly. Said invoice shall include an itemized list by specific waste with copies of manifests to final disposal destinations. Payment requests shall be submitted to Contract Administrator. Payment shall generally be made by the City within 30 calendar days unless the Company is otherwise notified.
- b) Payment on this contract is contingent upon sufficient appropriation being approved by City Council in succeeding fiscal years.

## **8. License Requirements**

Company shall maintain as current all applicable licenses required by law including, but not limited to, the following:

- a) Environmental Protection Agency identification numbers for generation, transportation, and storage of hazardous and acutely hazardous wastes;
- b) Resource Conservation Recovery Act Part B Permit to operate a treatment, storage, and disposal facility;
- c) North Carolina permit for transportation of hazardous wastes; and
- d) North Carolina permit for operating a permanent household hazardous waste collection center.
- e) City of Greensboro Privilege License

Licenses shall be provided to the City upon request at the time of contract award.

## **9. Generator**

The Company shall be deemed to be the Waste Generator as defined under the Resource Conservation Recovery Act, of all Hazardous Wastes accepted by the Company at the Household Hazardous Waste Collection Center from residents of the Service Area.

Title to all Waste accepted by the Company at the Collection Center from residents of the Service Area for disposal by the Company shall pass directly from such residents to the Company at the time of its acceptance.

## **10. Warranty**

The Company warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment, and disposal of wastes. The Company further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices and in full compliance with all applicable state and federal laws and regulation. City warrants that it is in compliance with all applicable state and federal laws governing its activities under this Agreement, and that it is under no legal restraint or order which would prohibit transfer of possession or title of collected Wastes to the Company or prohibit the servicing of such Waste or the Company's performance of services under this Agreement. The City will cooperate and/or assist the Company, as requested, with its defense, negotiation, adjustment and/or settlement of a claim against the City.

## **11. City Contact**

The City's of Greensboro's Contract Administrator for this service:

Mr. Eddie Raynard  
Environmental Compliance Specialist  
Field Operations Department  
City of Greensboro  
Phone: 336-373-7971  
E-mail: edward.raynard@greensboro-nc.gov

## **STANDARD TERMS AND CONDITIONS**

### **1. Relationship**

The Parties in this contract agree that the Company is a professional corporation or business, and that the relationship created by this contract is that of employer and independent consultant. The Company is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Company may practice his profession for others during those periods when the Company is not performing work under this contract for the City.

### **2. Supervision and Inspection**

In the performance of the work contemplated in this agreement, the Company is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

### **3. Payment of Taxes**

The Company assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Company agrees to pay any and all gross receipts, compensation, transaction, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

### **4. Amendments**

Prior to the performance of work beyond the scope of this original agreement, any and all amendments to this contract shall be mutually agreed to in writing by the City.

### **5. Termination for Convenience**

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Company of a written notice of termination ninety (90) days before the effective date. In the event of termination, any work in progress will continue to completion unless specified otherwise in the notice of termination. The City shall pay for any such work in progress that is completed by the Company and accepted by the City. In addition, the City shall pay the Company for any fixed costs, net of depreciation for time used, which the Company has incurred as a result of establishing the Collection Center. The City reserves the right to take ownership of the Hazardous Waste Storage Building purchased specifically for the purposes of fulfilling the obligations of this Agreement and establishing the Collection Center.

### **6. Failure to Comply with Terms of Contract**

Should the contractor fail to comply with the terms of this contract, the Company, upon actual or constructive notice of the default, shall have thirty days to remedy the default. Should the Company fail to remedy the default, the contract shall be terminated immediately upon the expiration of the thirty (30) days.

### **7. Rights**

Subject to the terms of paragraph 5 above, City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.

### **8. Commercial Nondiscrimination Policy**

"The undersigned Respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or

commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A. 1."

## **9. Compliance with Applicable Law**

Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.

## **10. Governing Law**

This Agreement is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County, North Carolina.

## **11. Indemnification**

The Company does hereby agree to indemnify and save harmless the City of Greensboro and its elected and appointed officers, agents and employees against any and all loss, liability, damages, claims or cost to the extent caused by defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is in addition to and not intended as a limitation on any other warranty, expressed or implied.

## **12. Severability**

Should any part of this Contract be declared unenforceable, all remaining sections remain in force.

## **13. E-Verify**

The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement,

it will continue to comply with these requirements. The Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms “Consultant”, “Sub-Contractor” and “comply” shall have the same meanings intended by Chapter 160A-169.1 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

#### **14. Iran Divestment Act Certification**

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer’s Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.

#### **15. Scope of Agreement**

This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the City and Company have executed this contract on the date first written above.

#### **Company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (President or Vice President)

\_\_\_\_\_  
Attest

(A separate City Signature Page will be inserted here)